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*CONTRACT*

EDGEWATER BOARD OF EDUCATION

*AND*

EDGEWATER TEACHERS ORGANIZATION

*FOR*

*SCHOOL YEARS*

- X      1978 -- 1979  
      1979 -- 1980  
      1980 -- 1981

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Labor Relations

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RUTGERS UNIVERSITY

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PREAMBLE

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123, Public Laws of 1974,

This Agreement is made and entered into on this

\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

by and between the Board of Education of Edgewater, New Jersey, hereinafter called the "Board", and the Edgewater Teachers' Organization, hereinafter called the "ETO".

ARTICLE I

RECOGNITION

A. Unit

The Edgewater Board of Education recognizes the Edgewater Teachers' Organization, hereinafter referred to as the ETO, as the agent to negotiate for all teachers and nurses employed by the Board.

B. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used in this Agreement, shall refer to all professional employees represented by the ETO and references to male teachers shall include female teachers.

C. Exclusive Rights

The rights and privileges of the ETO and its representatives shall be granted only to the ETO as the exclusive representative of the teachers, and to no other representative organization.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

#### A. Procedures

##### 1. Meetings

- a. In an effort to insure good faith agreements as prescribed by Chapter 123, Public Law 1974, the Edgewater Board of Education, acting as a committee-of-the-whole, agrees to enter into negotiations with the duly authorized representatives of the Edgewater Teachers' Organization no later than October 15th of the calendar year preceding the calendar year in which this agreement expires.
- b. Meetings shall be arranged by written request through the office of the Board Secretary.
  - 1) at the request of the ETO
  - 2) at the request of the Board
  - 3) at the request of the Administrative Principal
- c. The Board Secretary shall acknowledge in writing the request and shall make arrangements for a meeting when required.
- d. The party requesting the meeting shall submit a tentative agenda to the Board Secretary.
- e. The Board and the ETO shall have the right to utilize the services of consultants.
- f. Deadlines and due dates may be extended by mutual agreement.

## ARTICLE II

### B. Agreement

1. When agreement by the parties has been reached, it shall be reduced into written form and become part of the official minutes of the Board.
2. Agreements shall then be signed by the two presidents.
3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance shall mean a complaint by an employee (a) that there has been, as to him, a violation, misinterpretation or inequitable application of any of the provisions of the agreement, or (b) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (1) a method of review is prescribed by law or State Board rule having the force and effect of law, or (2) the Board of Education is without authority to act, or (3) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

### ARTICLE III

#### B. Procedure

1. Grievances shall be processed as rapidly as possible; the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One: An employee with a grievance shall first discuss it with his principal either directly or through the ETO'S designated representative, with the objective of resolving the matter informally.
3. Level Two: If the grievance is not resolved at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the employee may file the grievance in writing with the Administrative Principal.
4. Level Three: If a grievance is not resolved at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Administrative Principal, the employee may, within five (5) school days after a decision by the Administrative Principal or fifteen (15) school days after the grievance was delivered to the Administrative Principal, whichever is sooner, submit the grievance in writing to the Board of Education, which will advise the employee with said grievance of its disposition of the matter in writing within ten (10) school days of receipt of said grievance.
- 5.. Level Four: In such cases where the employee presenting the grievance is not satisfied with the written reply of the Board, said employee may request a personal meeting with the Board for the purpose of further reviewing the grievance.

ARTICLE III

6. Level Five:

(a) If the employee is not satisfied with the disposition of his grievance at Level Four, he may request in writing that the ETO submit its grievance to arbitration. If the ETO determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the grievant.

(b) A request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the ETO and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be limited to ruling only on matters concerning the interpretation and/or application of the specific terms of this agreement and shall be without power to rule on Board policy. The decision of the arbitrator shall be submitted to the Board and the ETO and shall be advisory to the parties.

(d) It is agreed, however, that should the Board of Education refuse to accept or implement three (3) awards made by arbitrators pursuant to this contract, that all subsequent arbitrations during the term of this contract shall be final and binding on the parties.

(e) The costs for the services of the arbitrators, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the ETO. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF TEACHER TO REPRESENTATION

1. Teacher and ETO

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the ETO. When a teacher is not represented by the ETO, the ETO shall have the right to be present and to state its views at all stages of the grievance procedure.

D. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the ETO, a grievance currently affects a group or class of teachers, the ETO may submit such grievance in writing to the Administrative Principal directly and the processing of such grievance shall be commenced at Level Two. The ETO may process such a grievance through all levels of the grievance procedure even though the person does not wish to do so.

2. Written Decisions

All decisions rendered at Levels Two, Three, Four, and Five of the grievance procedure shall be in writing, setting forth the decision

and the reasons therefor and shall be transmitted promptly to all parties in interest and to the ETO.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administrative Principal and the ETO and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public, and shall include only grievant(s), witness(es), and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

TEACHER RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or in other public gatherings.

ARTICLE V

HOURS AND LOAD

A. Check-in, Check-out, Procedure

Teachers shall indicate their presence for duty by writing their name, time of arrival, and time of departure in the appropriate column of the faculty time roster.

B. Length of Day

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day. The teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day.

C. Faculty Meetings

Teachers may be required to remain after the end of the regular school day, without additional compensation, for those meetings which may be necessary for the efficient operation of the Edgewater School System.

D. Evening Meetings

Teachers may be required to attend no more than two (2) evening assignments or meetings, plus the annual commencement exercises each school year.

E. Student Discipline

Should a change be proposed by either party in the current practice affecting student discipline, a committee comprised of two representatives appointed by the Board of Education and two by the ETO shall study the proposed revisions and issue a report containing its recommendations..

F. Notice of Absence

The Board and ETO agree that in order to insure efficient assignment of substitutes, the following plan will be followed:

Teachers anticipating absences or who are unable to report for duty shall notify the secretary of the administrative principal between 6:30 A. M. and 7:00 A. M.

## ARTICLE V

### G. Lunch Duty

1. With the exception of the school nurse, and those teachers of special education who are required by policy to eat lunch with their students, all teachers working three (3) days or more per week will be assigned lunch duty supervision on an equal rotating schedule.
2. In an attempt to lessen the lunch duty burden for teachers at the GW School, the following procedures will be employed by said school:
  - (a) All special teachers (music, art, physical education, home economics, and shop) shall be assigned to the lunch duty supervision schedule at GW School on days when they are assigned to said school for their normal teaching duties.
  - (b) On inclement weather days students at GW School shall report to the gym for the remainder of the lunch period. A separate inclement weather schedule shall be established at said school and teachers shall be assigned to said schedule in as equal and rotating manner as possible. Two (2) teachers per period shall be assigned to lunch duty supervision in the gym and all other teachers at GW School shall enjoy a duty-free lunch period on such days.
  - (c) The Board shall make every effort to provide educational films to be used during lunch periods on inclement weather days.
  - (d) If in the judgment of the Board the herein referred to inclement weather lunch duty procedures are not working satisfactorily, the Board agrees that it will immediately meet and discuss the problem with representatives of the ETO in an effort to reach a mutually acceptable solution.
  - (e) In the event the ETO arrives upon an alternate staffing plan and schedule for lunchroom coverage, the ETO shall present such plan and schedule to the building principal of each school for his consideration. It is understood and agreed that no such plan shall be instituted without the prior approval of the administrative principal, and, in the event that a plan is instituted, the Board reserves the right to cancel said plan if it is not to the Board's liking. The ETO also reserves this right of revocation. At that time the Board's back-up plan will be instituted.

It is further agreed and understood that the ETO, in the event it presents a plan, will have only teachers presently working for the Board of Education on its lunchroom duty plan rosters.

## ARTICLE VI

### NON-TEACHING DUTIES

#### A. Intent and Application

Teachers will not be required to perform the following non-teaching duties:

- (1) Keeping of official registers
- (2) Correcting standardized tests

#### B. Student Evaluation Report

Teachers shall complete the Student Evaluation Report as part of the annual assessment of each student.

#### C. Grading

Teachers shall maintain the sole and exclusive right to determine grades and other evaluations of students within the grading system employed.

#### D. Field Trips

All teachers who wish to take a field trip shall submit a request for same to the building principal, which request shall contain a tentative date, destination, and educational value. Trips shall be subject to prior approval by the building principal subject to schedules and staffing needs. If approval is denied because of scheduling or staffing needs on a particular date, an alternate date shall be suggested by the building principal.

#### E. Dress Code

The ETO shall submit a desired dress code for teachers to the administrative principal. The Board of Education shall have the exclusive right to approve or disapprove said code.

Article VII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

B. Notification of Employment

Upon employment, the ETO shall be given the degree status, credits accumulated, and years of experience of each new teacher.

C. Method of Payment

1. Withholding of Employment Increment Procedure

a. The Board of Education may withhold, for inefficiency or other good cause, the employment increment of any teacher in any year.

The Board of Education, within ten days, shall give written notice of any such action, together with the reasons therefor, to the teacher concerned.

b. Employment increments may be withheld only in accordance with the following:

(1) That the procedures be adhered to as outlined in Article VIII, "Assignment, Evaluation, and Liaison".

(2) The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's employment increment or a part thereof through the administrative principal to the Board unless the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to

furnish the teacher an opportunity to correct and overcome the same.

- (3) Once a recommendation to withhold an employment increment is forwarded to the teacher and the Board by the administrative principal, the teacher may, within ten school days, file a grievance commencing at the Board level. The Board shall take no action on the recommendation until the grievance is heard by the Board according to the grievance procedure as set forth heretofore in Article III of this Agreement including the Arbitration procedures therein set forth.
- (4) The term "employment increment" as used herein is intended to mean the next step on the salary guide at which step the teacher would be placed if the employment increment were not withheld. When an employment increment is withheld from a teacher, he shall remain at the same step on the salary guide as he was on for the previous year. He shall receive the salary for that step on the guide for the year during which the employment increment is withheld, even though that step may be higher than the previous year.
- (5) In the case of a teacher who has had an increment withheld, it is agreed by the parties that he shall regain his proper step on the salary guide the following year in accordance with his years of experience and degree status unless the procedures herein set forth are followed once again, in which case the employment increment previously withheld may be withheld in whole, or in part.

2. In the matter of the additional increment for BA+15, MA or BA+30, MA+15 or MA+30, the required number of credits must be attained by September 1 in any year for the additional increment to be applied from September 1 of that year, and by February 1 of any year for the additional increment to be applied from February 1 for the second half of that year.
3. Each teacher shall be placed at his proper step of the salary guide in accordance with the paragraph below.

Credit up to the 10th step of any salary schedule shall be given for previous outside teaching experience in a duly accredited school system upon initial employment in accordance with the provisions of the salary guide. Additional credit not to exceed four (4) years for military experience shall be given.

4. All special education class teachers will be paid a stipend of \$350.00 annually, as part of their regular salary.
5. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments to be paid on the fifteenth (15th) and thirtieth (30) of each month.
6. Each teacher may elect to have ten percent (10%) of his monthly salary deducted from his pay (to enroll in the summer payment plan). These funds shall be paid to the teacher or his estate on the final payday in June, or  

One-half on July 15, and  
One-half on August 15

or upon death or termination of employment.
7. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

## ARTICLE VII

8. Each teacher who has completed all end-of-year obligations shall receive his final pay and the pay sheet for the following year on his last working day in June.
9. Rules, guides, or resolutions in conflict with the above are hereby rescinded.

## ARTICLE VIII

### ASSIGNMENT, EVALUATION, AND LIAISON

#### A. Teacher Assignment

1. A tentative schedule of teacher assignments and changes in room or subject assignments for the following year will be given to each teacher not later than the last day of May.
2. In the event that a change in such schedule or assignment occurs, the affected teacher shall be notified as soon as possible by the building principal. Upon the request of said teacher, such changes shall be promptly discussed with the administrative principal.

#### B. Teacher Evaluation

1. In cases where a teacher has been given an unsatisfactory rating, the teacher will be told the reasons for said rating.
2. When any rating endangers the teacher's increment or contract status, the teacher must be so notified by April 15.
3. In the case of a non-tenure teacher's not being offered a contract for the following school year, the teacher shall be notified of this by April 30.

## ARTICLE VIII

4. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher.
5. Evaluation reports shall be presented to each teacher by his immediate superior, and each teacher shall have the right to make comments regarding said evaluation and filed therewith.
6. All teachers shall be observed by the building principal at least three (3) times in each school year and shall receive a minimum of one (1) written evaluation report followed by a conference between the teacher and the building principal for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.
7. A teacher shall have the right upon request to review the contents of his personnel file and to make copies of any documents contained therein, so long as he does so while on the premises.

### C. Teacher-Administrative Liaison

1. The principal and the representative from each building designated by the ETO shall meet once a month during the academic year to discuss the problems affecting the school, teacher morale, working conditions, maintenance of classroom control and discipline, and other issues deemed pertinent to this contract. Representatives designated by the ETO shall be named immediately after the ETO's first meeting of the new school year.

## ARTICLE VIII

2. The time and date of these meetings shall be mutually agreed upon by the principal and the representative of the teachers.
3. If a problem is not resolved in this manner, the ETO shall have the right to appeal directly to the Board, and it shall receive a response from the Board within thirty (30) calendar days from the date the matter was filed with the Board.

## ARTICLE IX

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vacancies

1. The administrative principal shall deliver to the ETO liaison officer and post in all school buildings a list of all known teaching vacancies, including Title I positions, that occur at any time during the present or following school year. Such notices shall be posted on the sign-in register, and must be signed by each member of the faculty, evidencing the fact that it was read by each teacher.

#### B. Requests for Change in Assignment

1. Teachers who desire such a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the administrative principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

## ARTICLE IX

### C. Criteria for Reassignment

In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such requests shall be denied arbitrarily.

## ARTICLE X

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

#### B. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible.

#### C. Criteria

1. When an involuntary transfer or reassignment is necessary, length of service in the Edgewater School District, and the instructional requirements and best interests of the school system shall be considered in determining which teacher is to be transferred or reassigned. When all other factors are substantially equal, the teacher with the least service shall be transferred or reassigned.
2. It is understood that certain sections of this Article may be contrary to the Ridgefield Park Supreme Court Case of August 8, 1978, and as such may not be enforceable.

## ARTICLE XI

### PROMOTIONS

#### A. Definition

Promotional positions shall be defined as those positions paying a salary differential and/or positions on the administrator-supervisory level of responsibility.

#### B. Posting

A notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the ETO liaison officers at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the administrative principal within the time limit specified in the notice, and the administrative principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the administrative principal's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

#### C. Criteria for Notice

When posting said promotion positions, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

## ARTICLE XII

### HOME TEACHING

#### A. Posting

All openings for home teaching shall be publicized by the administrative principal in accordance with the procedure for publicizing promotional vacancies set forth in Article XI. Said openings shall

## ARTICLE XII

be posted as they occur.

### B. Criteria

In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Edgewater School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding fifteen (15) years. Teachers employed in the Edgewater School District shall have priority to such assignments before appointments to applicants from outside the district.

### C. Salary

Teachers employed for home teaching shall be compensated according to the following schedule:

1978-79	--	\$8.00 per hour
1979-80	--	\$8.00 per hour
1980-81	--	\$9.00 per hour

## ARTICLE XIII

### COMPLAINT PROCEDURE

#### A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration or Board by any parent, student, or other person which does or may influence evaluation of a teacher shall be immediately brought to the attention of the teacher involved.

#### B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the teacher

## ARTICLE XIII

to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

### C. Right to Representation

The teacher shall have the right to be represented by the ETO at any meetings or conferences regarding such complaint.

## ARTICLE XIV

### INSTRUCTIONAL COUNCIL

#### A. Organization

1. A joint Instructional Council shall be established by initiation of either party. It shall consist of two (2) representatives appointed by the administrative principal and two (2) representatives appointed by the ETO. The Council may consider, but not be limited to, advising the Board and the ETO on such matters as: curriculum improvements, teaching techniques, instructional organization patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, research, educational specifications for buildings, and other related matters regarding the effective operation of the Edgewater School District.
2. Nothing in this Article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

## ARTICLE XIV

### B. Reports

The Board and the ETO shall consider and study all written recommendations submitted by the Council for action. If the Board or the ETO refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

## ARTICLE XV

### SICK, TEMPORARY, PERSONAL, AND PROFESSIONAL LEAVE

#### A. Sick Leave

1. All full-time teachers who are permanently employed in the Edgewater School System shall be given annually 11 accumulated sick days each school year as of the first official school day of said year whether or not they report for duty on that day. Part-time teachers shall receive a pro-rata allotment of the above number of sick days. All un-used sick leave shall be accumulative to be used for additional sick leave as needed in subsequent years. The Board of Education may require a physician's certificate to be filed with the secretary of the Board in the case of sick leave claimed.
2. The sick leave days not used by the individual teacher shall upon retirement after ten (10) years of regular appointed service within the system receive a lump sum payment equal to one-half the current substitute per diem pay for each unused accumulated sick day in his bank after July 1, 1956. In the event that death shall occur before retirement, the teacher's estate shall receive the lump sum payment described herein.

## ARTICLE XV

3. These teachers shall also receive two unaccumulative sick days each year, which shall be used only after the first eleven sick days have been exhausted in the same school year.

### B. Temporary Leave

1. For death in family -- of a parent, grandparent, brother, sister, husband, wife, child, mother-in-law, father-in-law, or any other member of the immediate household, the teacher shall be excused without loss of pay or accumulated sick leave for four consecutive calendar days from date of death. Each teacher shall be excused without loss of pay or accumulated sick leave for up to two (2) days for attendance at the funeral of any in-law, cousin, aunt, uncle, nephew or niece. Any other request for above sick leave will be at the discretion of the Board.
2. Time necessary for appearances in any legal proceedings connected with a teacher's employment or with the school system shall be granted with full pay.

### C. Personal and Professional Leave

1. (a) Each teacher may be allowed two (2) days during each academic year, at full pay, for professional visits to other educational institutions or to attend academic meetings sponsored by other educational institutions or organizations.  
(b) Each teacher, in requesting leave under this provision, shall submit his request to the building principal not less than ten (10) school days prior to the date(s) of the requested leave.  
(c) The building principal shall act upon the request and return it to the teacher within three (3) school days.  
(d) If the principal has approved the request, the teacher may then utilize the day(s) as requested. If the principal has rejected the requested leave, the teacher may request that the Board of Education be convened to review the request. The Board shall then meet with the teacher within five (5) school days of the principal's rejection and shall either approve or reject the requested leave at the conclusion of said meeting. Said request is not to be unreasonably denied.

## ARTICLE XV

- (e) The administrative principal may require that said teacher submit a brief summary of any such visit or meeting.
2. Each teacher is allowed two (2) personal days, at full pay, to attend to personal problems including but not limited to: Illness in the family, a domestic problem, a real estate matter, religious holiday, graduation of a member of the immediate family, marriage, house moving, or court appearance. Leave for any of the categories listed herein shall be approved and shall be granted without loss of pay. Teachers may request leave with full pay for other reasons not stipulated herein, but in such instances the administration reserves the right to approve or deny such requests. Teachers may, at Board discretion, be granted up to three (3) additional days at full pay less the cost of the substitute to attend to matters of a personal nature.
3. Requests for leave in this section shall be made on the appropriate forms and submitted to the building principal three (3) days in advance if possible.
4. At the discretion of the Board, and upon recommendation of the administrative principal, a leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family.
5. Other leaves of absence may be granted, without pay, by the Board for good reason.

### D. Maternity Leave

1. Maternity leave shall be granted subject to the following conditions:
  - (a) A teacher shall notify the Board of her pregnancy as far in advance of the requested commencement date of the leave as possible.

ARTICLE XV

- (b) Maternity leave shall commence on the date requested by the teacher and shall continue for a reasonable period of time at the request of the teacher. If a teacher wishes to return to work she may do so in the first, second, or third September or February following the commencement of the leave or such other time as may be deemed reasonable by the Board.
- (c) A pregnant teacher shall, at her option to be exercised in writing, be entitled to utilize her accumulated sick leave for that portion of her maternity leave during which she is disabled by reason of pregnancy.
- (d) Any pregnant teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of disability.
- (e) Any teacher granted maternity leave shall at her request be restored to the exact same teaching position, subject area, and grade level vacated at the commencement of said leave providing said position has not been filled by a teacher with more seniority due to a reduction in force, and shall not be denied the opportunity to substitute in the area(s) of her certification.
- (f) A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.
- (g) All benefits to which teachers were entitled at the time their leaves of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return to duty.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. TUITION

1. Teachers will be reimbursed for tuition costs according to the following schedule for courses that have been cleared through the administrative principal and which meet one or more of the criteria listed below:

For the year 1978-79 --	\$500.00
For the year 1979-80 --	\$550.00
For the year 1980-81 --	\$600.00

#### Criteria

- (1) Matriculation for higher degree
- (2) For a position to which the teacher can reasonably aspire, or
- (3) Workshops suggested by the administrative principal.

#### 2. Committee on Course Evaluation

A committee will be set up to evaluate courses that teachers request permission to take and to decide if these courses will meet the established criteria for reimbursement. The committee will consist of the administrative principal and a member of the ETO. In the case of a tie vote, the Board of Education will decide whether or not to allow the course for reimbursement.

#### 3. Reimbursement Procedure

A transcript indicating successful completion of the course(s) and a bursar's receipt must be forwarded to the administrative principal, and he in turn must subscribe to its authenticity and deliver it to the Board secretary for payment.

#### B. Attendance at Conferences

The administrative principal shall upon request from teachers, or at his own discretion, authorize attendance at educational conferences. However, authorization in either case may be denied by the Board. Said denial shall not be exercised unreasonably. Applications for said conferences shall be presented to the administrative principal one week before the regularly scheduled monthly Board meeting, at which time the Board may render its decision.

The Board agrees to pay reasonable expenses (including fees, meals, lodging and/or transportation) incurred by the teachers who attend such sessions not denied by the Board.

## ARTICLE XVI

### C. Emergency Substituting

No regular teacher shall be required to give up his preparation periods in order to serve as a substitute. In the event of an emergency, a teacher so serving shall be paid at the rate of \$5.00 per period.

## ARTICLE XVII

### INSURANCE PROTECTION

#### A. Hospitalization Coverage

The Board will assume the total cost of the hospitalization plan for the employees and their dependents. The present plan includes Blue Cross, Blue Shield, Rider J, and Major Medical, administered by the New Jersey Division of Pensions.

#### B. Dental Insurance

1. In addition to the above stated coverage, the Board agrees to pay the full premium cost of a mutually agreeable dental program. The carrier for the employees and their dependents of said program shall be the New Jersey Dental Plan administered by the New Jersey Blue Cross and Blue Shield.
2. It is further agreed during the term of this contract that said carrier shall not be changed unless by mutual agreement of the parties.

#### C. Description to Teachers

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of the ensuing school year, which shall include a clear description of conditions and limits of coverage as listed above.

## ARTICLE XVIII

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS

#### A. Procedure for Reviewing and Evaluating

A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:

1. School-based teachers shall constitute a majority of each committee.
2. The recommendations of each such committee shall be published and distributed to all schools; and
3. The distinction between books adopted for system-wide use and those for which there is freedom for individual school choice shall be clearly defined.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

This document constitutes the full Agreement between the Board and the ETO, and both parties shall carry out the commitments contained herein.

#### A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### B. Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement, as established by Board policy, administrative procedure or past practice, shall continue to be so applicable during the term of this Agreement.

## ARTICLE XIX

### C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed.

The Agreement shall be presented to all teachers now employed or hereafter employed by the Board.

### D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:

1. If by the ETO, to Board at Eleanor Van Gelder School
2. If by the Board, to ETO at the school in which the president teaches during his term.

## ARTICLE XX

### INCENTIVE LEAVE PROGRAM

#### A. Purpose

An incentive leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

#### B. Conditions:

1. Incentive leaves shall be granted to a maximum of two (2) teachers at any one time, subject to the administrative principal's ability to find a replacement who meets the qualifications set by the Edgewater Board of Education. The administrative principal shall make every effort to find said replacement and his discretion in this matter shall not be exercised in an arbitrary or capricious manner.
2. Requests for incentive leave must be received by the administrative principal in writing in such form as may be mutually agreed upon by the ETO and the administrative principal, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the incentive leave is requested.

## ARTICLE XX

3. Only tenured teachers are eligible for incentive leave under this Article.
4. Leave under this Article shall be without pay.
5. Upon return from incentive leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. While on incentive leave and upon return, a teacher shall enjoy all other benefits granted other teachers in the Edgewater School System.

## ARTICLE XXI

### DURATION OF AGREEMENT

#### A. Duration Period

This Agreement shall be effective as of July 1, 1978, and shall continue in effect until June 30, 1981, with the following exceptions:

1. Schedule A (Teachers Salary Guide 1978-79) will be revised for 1978-80, and again for 1980-81, by increasing each step of the existing salary guide by a percentage derived from the Consumer Price Index.
2. The Consumer Price Index figures for the year beginning with July, 1978 and ending with June, 1979, will be averaged to produce a percentage to be applied to each step of the 1978-79 teachers salary guide, thereby producing the 1979-80 teachers salary guide.
3. The Consumer Price Index figures for the year beginning with July, 1979 and ending with June, 1980 will be averaged to produce a percentage to be applied to each step of the 1979-80 teachers salary guide, thereby producing the 1980-81 teachers salary guide.
4. The Consumer Price Index figures used in the above mentioned calculations shall be arrived at by averaging the CPI-U and CUP-W for the New York-Northeastern New Jersey area.
5. In no event shall the percentages to be applied to each step of the teachers salary guide in each year be less than 4% nor more than 6%.

ARTICLE XXI

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries; and their corporate seals to be placed hereon, all on the day and year first above written.

EDGEWATER TEACHERS ORGANIZATION

EDGEWATER BOARD OF EDUCATION

By \_\_\_\_\_  
(President)

By \_\_\_\_\_  
(President)

By \_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Secretary)

# BOARD OF EDUCATION

EDGEWATER, NEW JERSEY 07020

## MEMORANDUM OF AGREEMENT

The Edgewater Board of Education agrees that for the term of the existing contract between the ETO and the Edgewater Board of Education (1978-81), that preparation time will be guaranteed to Edgewater teachers as follows:

- (1) Teachers in grades 1 through 4 will receive not less than four (4) preparation periods per week during the 1978-79 and 1979-80 school years; and not less than three (3) preparation periods per week during the 1980-81 school year, and
- (2) Teachers in grades 5 through 8 will receive not less than five (5) preparation periods per week, and
- (3) Part-time teachers will receive a pro-rata of the preparation periods they would normally be entitled to receive if they were full-time, and that
- (4) Preparation periods as guaranteed herein shall be defined as a continuous block of time of not less than forty (40) minutes.

The Board of Education further agrees that any arbitration, arising from and pursuant to a claim regarding the appropriate entitlement of preparation time and/or the reduction of preparation time, shall be final and binding on the parties.

Finally, it must be clearly understood that this Agreement expires on June 30, 1981, and can in no way be interpreted to guarantee preparation time beyond that date. It is further agreed and understood that this document may not be introduced as evidence in any grievance or arbitration proceeding affecting a claim regarding preparation time which arises after June 30, 1978.

FOR THE EDGEWATER BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

FOR THE EDGEWATER TEACHERS ORGANIZATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

# BOARD OF EDUCATION

EDGEWATER, NEW JERSEY 07020

**SCHEDULE A  
TEACHERS' SALARY GUIDE  
1978 - 1979**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30 or MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	11,440	12,090	12,610	13,280	14,020
2	12,170	12,730	13,360	14,020	14,760
3	12,790	13,360	13,960	14,620	15,370
4	13,410	13,960	14,570	15,260	15,990
5	14,020	14,570	15,180	15,880	16,610
6	14,630	15,180	15,810	16,470	17,220
7	15,260	15,800	16,420	17,090	17,830
8	15,870	16,420	17,030	17,710	18,450
9	16,470	17,030	17,640	18,320	19,180
10	17,090	17,640	18,380	19,070	19,920
11	17,710	18,380	19,120	19,920	20,790
12	18,900	19,580	20,450	21,240	22,110

### LONGEVITY PROVISION

Each teacher shall receive an additional \$300 in salary from the start of his 20th year of service through his 24th year of service, an additional \$300 in salary from the start of his 25th year of service through his 29th year of service, and an additional \$300.00 in salary beginning with his 30th year of service. It shall be understood that "years of service" as used in this provision means "years of service in the Edgewater School System."

### Schedule of Payments

20th thru 24th year -- \$300 above guide  
 25th thru 29th year -- \$600 above guide  
 30th year and more -- \$900 above guide

### In-Service Program

Each teacher on step 12 of the 1977-78 guide shall be placed on step 12 of the 1978-79 salary guide, and in addition to the salary indicated on the guide at that step, he shall receive an additional \$500.

# BOARD OF EDUCATION

EDGEWATER, NEW JERSEY 07020

## SCHEDULE A TEACHERS' SALARY GUIDE 1980 - 81

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30 or MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	12,860	13,590	14,170	14,920	15,750
2	13,760	14,300	15,010	15,750	16,590
3	14,370	15,010	15,690	16,430	17,270
4	15,060	15,690	16,370	17,150	17,970
5	15,750	16,370	17,060	17,840	18,670
6	16,440	17,060	17,770	18,510	19,350
7	17,150	17,760	18,450	19,210	20,030
8	17,830	18,450	19,130	19,900	20,730
9	18,510	19,130	19,820	20,590	21,550
10	19,210	19,820	20,660	21,420	22,390
11	19,900	20,660	21,490	22,390	23,360
12	21,230	22,000	22,980	23,860	24,850

### LONGEVITY PROVISION

Each teacher shall receive an additional \$300 in salary from the start of his 20th year of service through his 24th year of service, an additional \$300 in salary from the start of his 25th year of service through his 29th year of service, and an additional \$300 in salary beginning with his 30th year of service. It shall be understood that "years of service" as used in this provision means "years of service in the Edgewater school system."

### Schedule of Payments

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30th year and more ..... \$900 above guide

### In-Service Program

Each teacher on step 12 of the 1979-80 guide shall be placed on step 12 of the 1980-81 salary guide, and in addition to the salary indicated on the guide for that step, he shall receive an additional \$500.